

Bylaws of the Windswept Homeowners Association

v. May 23, 2025

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JULIE A. CURTIS, REGISTER OF DEEDS
HANCOCK COUNTY MAINE

BYLAWS

WINDSWEPT HOMEOWNERS ASSOCIATION.

May 23, 2025

ARTICLE ONE

Purposes and Location

The Windswept Homeowners Association is organized for the purpose of providing maintenance, repair and improvement to the shared roads, common area and utilities, including but not limited to power and telephone utilities, benefitting Windswept Subdivision, for the benefit of the lot owners in Windswept Subdivision, Blue Hill, Maine, to promulgate and enforce certain restrictions affecting property of Windswept Subdivision and to manage common land owned by the subdivision lot owners, including property located southerly of the Curtis Cove Road not shown on the subdivision plan for Windswept Subdivision. The Association may authorize all general powers authorized by the Maine Non-Profit Corporation Act.

ARTICLE TWO

Membership

1. The Association's membership shall be limited to all persons or entities owning a lot in Windswept Subdivision ("Lot Owner(s)") as said subdivision is depicted on a plan recorded at the Hancock County, Maine, Registry of Deeds in Plan File 39, No.172 (the "Plan").
2. Each Lot Owner, whether a joint or common owner, shall be a member of the Association ("Member"), provided however, that one membership interest and one vote only shall be allocated ("Voting Member") to each lot 1-6 of the Windswept Subdivision ("Lot"), regardless of the number of record owners thereof. References to a Member in this agreement are based on one membership interest for each lot, regardless of the fractional ownership interests thereof.
3. Membership and the rights and privileges of Members shall not be assignable, provided however, that when a lot is transferred the membership in this Association shall be automatically transferred to the new Lot Owner.

ARTICLE THREE

Annual Maintenance Charge and Shared Costs and Improvements

1. Each Member shall be assessed and shall pay to the Association on an annual basis the "Annual Maintenance Charge". Members shall pay their assessed amounts within 30 days of being notified of the amount due.
2. The Annual Maintenance Charge shall be established on an annual basis at the regular Annual Meeting of the Association. A vote of a majority of the Members present at said annual meeting shall be required to establish the amount of the Annual Maintenance Charge. In the absence of a vote of a majority of the Voting Members present at the annual meeting, the

Initialed: Lot 1 CB Lot 2. SB Lot 3. NW Lot 4. SS Lot 5. PS Lot 6. PK

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Annual Maintenance Charge shall default to the amount assessed in the prior year. No further assessment shall be made unless approved by the Association at a special meeting, called pursuant to these Bylaws, at which at least 66% of the Voting Members are present, in person or by proxy, and vote in favor of the assessment. The Annual Maintenance Charge shall consist of two parts:

- an amount, assessed to all Members, required to maintain the common land; and
- an amount, assessed to the owners of Lots 2 through 6, for the plowing and maintenance of Windswept Lane as depicted on the Plan.

3. The Association shall be responsible for the extension, construction and maintenance of Windswept Lane and underground utility services (as defined by 33 MRSA §458) including but not limited to power and telephone, serving Lots 2 through 6, from Curtis Cove Road to a stub out location on each lot. The cost for which shall be shared proportionate to the distance of the stub out location on each Lot 2 through 6 from Curtis Cove Road. Further extension onto the individual Lots 2 through 6 shall be the responsibility of the individual Lot Owners of Lots 2 through 6.

4. Total costs associated with the plowing and maintenance of Windswept Lane shall be assessed in proportion to the distance of each Lot 2 through 6 from Curtis Cove Road, as follows:

- Lot 2 - 8.8%
- Lot 3 - 8.8%
- Lot 4 - 27.5%
- Lot 5 - 27.5%
- Lot 6 - 27.5%

These costs must be paid in accordance with this schedule regardless of seasonal or non-usage of a Lot.

ARTICLE FOUR
Voting Rights

1. Each Lot shall have one vote regardless of the number of record owners. This one vote may be exercised by any one owner of the lot known as the Voting Member in person or by proxy, at a meeting of the Members.
2. Any proxy to be exercised at a meeting of the Members must be made in writing and delivered to the Secretary before or at the meeting and shall be revocable at any time by written notice to the Secretary.
3. Unless specified otherwise in these bylaws, the affirmative vote of the majority of the Voting Members, or their proxies, present at a scheduled meeting of the Association shall be the act of the Members for all purposes. In the case of a tie vote, the vote of the previous year shall apply.

Initialed: Lot 1 ML Lot 2 SB Lot 3 NW Lot 4 SB Lot 5 ML Lot 6 ML

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ARTICLE FIVE
Meetings

1. Annual Meeting: The Annual Meeting of the Members of the Association shall be held in January. Notice of the time, place and agenda of the Annual Meeting shall be sent by mail, or email if so designated by the Member, to each Member no less than ten days prior to the date of the meeting. At such meeting only business specified in the Notice of the meeting shall be considered by the Members.
2. Special Meetings. Special meetings of the Association may be called by the President or upon written request of three (3) Members of the Association made to the President. Notice of the special meeting shall be mailed, or emailed if the Member has consented to such notice, to each Member in the same manner as notice of the Annual Meeting is made, not less than ten days prior to the meeting. At such meeting only business specified in the Notice of the meeting shall be considered by the Members.
3. Quorum. At all meetings of the Association, a quorum shall be a majority of Voting Members of the association. Proxies may not be counted in determining a quorum. In the event a quorum is not present, the presiding officer must adjourn the meeting to a day and hour set by the presiding officer.
4. Unanimous Consent in Lieu of Meeting: The Association may take action by having all Voting Members execute a document evidencing consent in lieu of holding a special meeting. Facsimile signatures shall be acceptable.

ARTICLE SIX
Officers

1. The Officers of the Association shall consist of a President, Secretary and Treasurer and shall be responsible for the general management of the affairs, funds and property of the corporation. The President and the Treasurer shall have individual authority to approve expenditures on behalf of the corporation up to \$500 without express approval of the members of the corporation.
2. The Officers shall have the power to collect the Annual Maintenance Charge and any other charges assessed under the terms of these bylaws.
3. The Officers shall be elected at the Annual Meeting of the Association. A simple majority of the Voting Members present, provided there is a quorum, shall be sufficient to elect the officers. Officers shall be elected for a term of one year and may serve more than one consecutive term.
4. The Officers of the Association must be Members of the association.

Initialed: Lot 1 CB Lot 2. SB Lot 3. nmw Lot 4. SB Lot 5. oj Lot 6. nm

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ARTICLE SEVEN
Duties of Officers

1. ~~President.~~ The President shall preside over all meetings of the Association and shall establish such committees as the President shall deem appropriate. The President shall be an ex-officio member of all committees.
2. ~~Secretary.~~ The Secretary shall keep Minutes of all meetings of the Association, shall mail out all notices for meetings of the association, shall keep a record of the contact information for each Member and perform such other duties as may be required by the Bylaws, the President, or the association.
3. ~~Treasurer.~~ In the absence of the President, the Treasurer shall preside at a meeting of the Association. The Treasurer shall have charge of all monies of the Association, shall deposit them in the name of the Association in a bank approved by members, and make disbursements as authorized. The Treasurer shall keep regular accounts of receipts and disbursements submit records as requested by the Association and present a statement of receipts and disbursements at meetings of the Association. The Treasurer or President may sign checks and withdrawal slips on behalf of the Association in any or all of its accounts.
4. The officers of the Association shall, upon authorization by the Members, execute any and all legal documents on behalf of the Association.

ARTICLE EIGHT
Compensation

1. Officers shall not receive any salary or compensation for services rendered to the Association. Officers may be reimbursed for out-of-pocket expenses approved and related to the business of the Association.
2. The provision above shall not prohibit the employment of a Member of the Association for purposes related to the Association, as deemed appropriate by majority vote of the Voting Members. See Article Ten regarding conflicts of interest.

ARTICLE NINE
Indemnification

Officers of the Association shall be indemnified by the Association against any loss, cost, damage expense or charges reasonably incurred or suffered in connection with the defense or reasonable settlement of any action, suit or proceeding filed against such officer by reason of having been an officer of the association. No officer shall be liable to the Association except for acts, neglects and defaults made in bad faith. No officer shall be personally liable for any liability or obligation incurred by the Association, except to the extent that the officer would be responsible as a Member

Initialed: Lot SR Lot 2. SB Lot 3. SW Lot 4. SB Lot 5. RY Lot 6. MM

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ARTICLE TEN
Conflict of Interest

When a Member has any material financial or other interests that may give rise to a conflict with the interests of the Association, the Member shall fully disclose the nature of his or her interest to all Members, and abstain from deliberation and voting on all matters related to such interests except to the extent authorized by a majority vote of all other Voting Members present.

ARTICLE ELEVEN
Fiscal Year

The Fiscal year of the Association shall be the calendar year.

ARTICLE TWELVE
Business Records

The business records of the Association shall at all times, during reasonable hours and at reasonable notice, be subject to inspection by any Member requesting the same. Financial records shall be maintained by the Treasurer. Meeting minutes shall be maintained by the Secretary.

ARTICLE THIRTEEN
Amendments

These Bylaws may be amended or altered at any duly called meeting of Members of the Association, provided that in the Notice for such meeting there is a written notice of the intended amendment or amendments. Any amendment or alteration to these bylaws shall require a vote in which there is no more than one dissenting vote among the Voting Members. Notwithstanding the foregoing, any amendment or alteration to the terms of Article Fourteen (see below) shall require that all Voting Members of the Association are present and vote unanimously in favor of the amendment.

ARTICLE FOURTEEN
Restrictive Covenants

Windswept Subdivision and the common lots owned by the Lot Owners are subject to certain restrictions and covenants set forth in a Declaration of Covenants ("Declaration"), recorded at the Hancock County Registry of Deeds in Book 6375, pages 183-187. The terms of said Declaration may be amended or altered provided that the vote to amend must be unanimous and all Voting Members must participate. Notwithstanding the foregoing provision, the terms concerning public access to Curtis Cove may not be revoked, and may be altered or amended only as required for public safety or preservation of nature and the environment. Any amendment of the Declaration must be signed by every Lot Owner of record and recorded in the Hancock County Registry of Deeds in order to be effective.

Initialed: Lot 1 SR Lot 2 S/S Lot 3 NW Lot 4 S/S Lot 5 SR Lot 6 MM

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ARTICLE FIFTEEN
Miscellaneous

1. The invalidity, unenforceability or waiver of any provision of these bylaws shall not affect the other provisions of these bylaws. These bylaws are binding on the Lot Owners, their heirs, successors and assigns.
2. Disputes arising among the Members relating to these bylaws or the Association's affairs shall first be submitted to non-binding mediation undertaken by the parties in good faith. If after 60 days agreement has not been reached through mediation, the dispute must be resolved through binding arbitration. Neither party may seek remedies under law.

IN WITNESS WHEREOF Windswept Homeowners Association, has caused this instrument to be signed and sealed by its authorized Member, Jeanne Bourgault-Jennings, this ___ day of ___, 2025.

By: [Signature]
Clifton Page & Lucy Benjamin, Lot 1

By: [Signature]
Sergei Breus, Lot 2

By: [Signature]
John Burns & Nancy White, Lot 3

By: [Signature]
Sergei Breus, Lot 4

By: [Signature]
Ray Jennings & Jeanne Jennings, Lot 5

By: [Signature]
Laurie Yntema & William Rhine, Lot 6

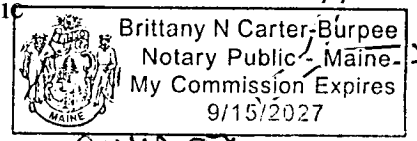
STATE OF MAINE
COUNTY OF HANCOCK

Date: May 30 2025

Then personally appeared before the above named JEANNE JENNINGS, in her said capacity, and acknowledged the forgoing instrument to be her free act and deed and the free act and deed of said Windswept Homeowners Association.

Before me: [Signature] Notary Public

Print name of Notary: Brittany Carter Burpee



Initialed: Lot [Initials] Lot 2. SB Lot 3. uw Lot 4. SB Lot 5. [Initials] Lot 6. [Initials]

9/15/2027
Clifton PAGE 6
PO BOX 53
East Blue Hill 04629